

REC'D FEB 11 2009

REORGANIZATION PLAN FOR ALTERNATIVE ORGANIZATIONAL STRUCTURE SUBMITTAL SHEET

School Administrative Units Included in APPROVED Notice of Intent	School Administrative Units Submitting Reorganization Plan (Each municipality in a School Union must be indicated separately)
BREMEN	BREMEN
BRISTOL	BRISTOL
DAMARISCOTTA	DAMARISCOTTA
GREAT SALT BAY CSD	GREAT SALT BAY CSD
JEFFERSON	JEFFERSON
NEWCASTLE	NEWCASTLE
NOBLEBORO	NOBLEBORO
SOUTH BRISTOL	SOUTH BRISTOL

Contact Information:

RPC Chair

Name: F. Parker Renelt
Address: 767 Main Street Ste. 1A
Damariscotta, ME 04543
Telephone: 563-3044
email: supt74@lincoln.midcoast.com

Date Plan Submitted: January 28, 2009

Proposed Alternative Organizational Structure Operational Date: July 1, 2009

W. Paul Mil	2/10/09	Nobleboro
Signature/Title	Date	SAU
Carrie A. Brundage	2/10/09	Newcastle
Signature/Title	Date	SAU
John Mitchell	2/10/09	South Bristol
Signature/Title	Date	SAU
David B. Howell	2/10/09	Bristol
Signature/Title	Date	SAU
Robert A. Weston	2/10/09	Jefferson
Signature/Title	Date	SAU
Sam J. Casper	2/10/09	Damariscotta
Signature/Title	Date	SAU
John H. Hurd	2/10/09	Barnes
Signature/Title	Date	SAU
Signature/Title	Date	SAU
Signature/Title	Date	SAU
Signature/Title	Date	SAU
Signature/Title	Date	SAU

(Duplicate as Needed)

Reorganization Plan for Alternative Organizational Structure Cover Sheet

(Please attach Reorganization Plan as Exhibit A)

Required Elements							
Law Reference Item Number Sub- Chapter 2	Item	N/A	Complete	In Progress	Not Yet Started	Identified Barrier ¹	Need Assistance ²
3.A(1)	SAUs included in Alternative Organizational Structure (AOS)		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(2)	Size of governing body		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Composition of governing body		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Apportionment of governing body		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(3)	Method of voting of the governing body		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(4)	Composition of local school committees		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Powers of local school committees		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Duties of local school committees		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(5)	Disposition of real & personal school property		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(6)	Disposition of existing school indebtedness (if not using provisions of section 1506)		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Disposition of lease-purchase obligations (if not using provisions of section 1506)		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(7)	Assignment of school personnel contracts		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Assignment of school collective bargaining agreements		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Assignment of other school contractual obligations		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(8)	Disposition of existing school funds and existing financial obligations		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(9)	Transition plan that addresses the development of a budget for the first school year		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Transition plan that addresses interim personnel policies		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(10)	Documentation of the public meeting(s) held to prepare or review reorganization plan		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(11)	Explanation of how units that approve reorganization plan will proceed if one or more units do not approve the plan		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(12)	Estimate of cost savings to be achieved		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(13)	Such other matters as the governing bodies of the school administrative units in existence on the effective date of this chapter may determine to be necessary		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

¹ Please explain why this is a barrier and what assistance you need to remove this barrier on the next page.

² Please explain what assistance you need to complete this portion of your plan, and state from whom you need assistance, on page 3.

Parameters for Plan Development

Law Reference Item Number Sub- Chapter 2	Item	N/A	Complete	In Progress	Not Yet Started	Identified Barrier ³	Need Assistance ⁴
3.B(1)	Enrollment meets requirements (2,500 except where circumstances justify an exception ⁵)		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sec. XXXX-36, Parameter B	When viewed in conjunction with surrounding proposed units, may not result in one or more municipalities being denied the option to join an RSU		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.B(2)	Comprehensive programming for all students grades K – 12		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Includes at least one publicly supported high school		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.B(3)	Consistent with policies set forth in section 1451		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.B(4)	No displacement of teachers		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	No displacement of students		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	No closures of schools existing or operating during school year immediately preceding reorganization, except as permitted under section 1512		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sec. XXXX-36, Parameter F	The plan must address how the school administrative unit will reorganize administrative functions, duties and non- instructional personnel so that the projected expenditures of the reorganized school unit in fiscal year 2008-2009 for system administration, transportation, special education and facilities and maintenance will not have an adverse impact on the instructional program ⁶		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sec. XXXX-36, 2.C	A notice of intent to engage in planning and negotiations with other school administrative units for the purpose of developing a reorganization plan to form an alternative organizational structure		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.C(1)	A school administrative unit may be designated by the commissioner as part of an AOS. The commissioner may designate an SAU as part of an AOS if the commissioner finds that the proposed organizational structure will result in:		X				
	Consolidation of system administration		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Consolidation of special education administration, transportation administration and administration of business functions including accounting, reporting, payroll, financial management, purchasing insurance and auditing		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Adoption of a core curriculum and procedures for standardized testing and assessment aligned with the system of learning results established in Title 20-A, section 6209		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Adoption of consistent school policies and school calendars and a plan for consistent collective bargaining agreements		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	A plan for an AOS may include a collaborative agreement under chapter 114 and must include an interlocal agreement under Title 30-A, chapter 115. The plan must include procedures for conducting a kindergarten through grade 12 budget approval pursuant to subparagraph (2)		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

³ Please explain why this is a barrier and what assistance you need to remove this barrier on the next page.

⁴ Please explain what assistance you need to complete this portion of your plan, and state from whom you need assistance, on page 3.

⁵ Please note in the *Exceptions to 2500 minimum* section on next page

⁶ This requirement is only for those who plan to be operational as an AOS in fiscal year 2008-2009, in accordance with a Reorganization Plan that is approved by the Commissioner and by the voters.

2.C(2)	The budget procedures of members of an AOS must conform to the format and referendum procedures set forth in sections 1485 and 1486 for regional school units except for the time limits pursuant to section 1486, subsection 2. The budget validation referendum for all members of the AOS must be conducted on the same day		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Collaborative Agreements								
							Yes	No
Does your plan currently include information/documentation on collaborative agreements? (not required, but encouraged)							<input type="checkbox"/>	X

Exceptions to 2,500 minimum

Actual number of students (10/1/2006) for which the SAU is fiscally responsible: 1,606

<http://www.maine.gov/education/enroll/aproct/resident.html>

Exception	Exception Claimed in Plan	Documentation Provided? (Please attach as Exhibit B)	
		Yes	No
Geography	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Demographics	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Economics	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Transportation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Population Density	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other Unique Circumstances	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Explanation of Barriers –

Please use this section to explain any/all barriers identified on the previous page as a barrier in completing your Reorganization Plan.

Law Reference/Required Element	Explanation of the barrier

Assistance Needs –

Please use this section to describe your needs for assistance and from whom you need assistance.

Law Reference/Required Element	Explanation of your assistance need	Assistance needed from whom?

Central Lincoln County School System **Plan to Reorganize as an Alternative** **Organizational Structure (AOS)**

School Administrative Units (SAUs) submitting: Bremen School Department, Bristol School Department, Damariscotta School Department, Newcastle School Department, Nobleboro School Department, South Bristol School Department, Great Salt Bay Community School District, Jefferson School Department, (hereinafter collectively "Member School Units").

Contact information: F. Parker Renelt (RPC Chair) 563-3044, Robert Bouchard (School Union 74 Superintendent) 563-3044, Frank Boynton (Jefferson Superintendent) 549-1010.

Date submitted by SAUs: February 5, 2009

Proposed operational date of the Central Lincoln County School System: July 1, 2009

1. The units of school administration to be included in the proposed **Central Lincoln County School System.**

Bremen School Department
Bristol School Department
Damariscotta School Department
Newcastle School Department
Nobleboro School Department
Great Salt Bay Community School District
Jefferson School Department
South Bristol School Department

2. The size, composition and apportionment of the governing body.

The Central Lincoln County School System shall be governed by an AOS school committee consisting of representatives of the school committees of each of the three towns within the Great Salt Bay Community School District, being the Towns of Bremen, Damariscotta, and Newcastle and the school committees of the Towns of Bristol, Nobleboro, Jefferson, and South Bristol as follows:

<u>Municipality</u>	<u>Number of Representatives</u>
<u>Bremen</u>	<u>1</u>
<u>Bristol</u>	<u>1</u>
<u>Damariscotta</u>	<u>1</u>
<u>Jefferson</u>	<u>1</u>
<u>Newcastle</u>	<u>1</u>
<u>Nobleboro</u>	<u>1</u>
<u>South Bristol</u>	<u>1</u>

The school committee of each municipality in the AOS shall choose from its membership the representatives to the AOS school committee to which that municipality is entitled.

3. The method of voting of the governing body.

The votes of the individual members of the AOS school committee shall be cast on a weighted basis in accordance with the Interlocal Agreement.

4. The composition, powers and duties of local school boards

The composition, powers and duties of the school boards of the Member School Units shall remain unchanged except as specifically modified by the attached Interlocal Agreement or as otherwise provided in this plan.

5. The disposition of real and personal school property.

School Union 74 personal property will be transferred to the Central Lincoln County School System. School Union 74 has no real property at this time. Real and personal school property of the Member School Units will remain with them.

6. The disposition of existing school indebtedness and lease-purchase obligations if the parties elect not to use the provisions of Section 1506 regarding the disposition of debt obligations.

School Union 74 indebtedness and lease-purchase obligations will be transferred to the Central Lincoln County School System. The indebtedness and lease-purchase obligations of the Member School Units will remain with them.

7. The assignment of school personnel contracts, school collective bargaining agreements and other school contractual obligations.

School Union 74 personnel, personnel contracts, and other contractual obligations will be transferred to the Central Lincoln County School System. Personnel contracts, school collective bargaining agreements and other school contractual agreements of the Member School Units will remain with them. The contracts between the superintendents and school administrative units within the AOS are transferred on the date established to the AOS. The AOS school committee shall determine the superintendents' duties within the AOS.

8. The disposition of existing school funds and existing financial obligations, including undesignated fund balances, trust funds, reserve funds and other funds appropriated for school purposes.

Existing school funds and financial obligations of School Union 74, including undesignated fund balances, trust funds, reserve funds and other funds appropriated for school purposes will be transferred to the Central Lincoln County School System. Existing school funds and existing financial obligations of the Member School Units will remain with them.

9. A transition plan that addresses the development of a budget for the first school year of the reorganized unit and interim personnel policies.

The School Union 49, 74 and Jefferson Reorganization Planning Committee shall dissolve on the date that the Central Lincoln County School System is approved by the voters as specified in Section 11 herein or on June 30, 2009, whichever occurs first.

The Central Lincoln County School System school committee shall be appointed by February 15, 2009 and shall develop the budget for the Central Lincoln County School System for FY 2009-10. The Central Lincoln County School System budget for FY 2009-10 shall be adopted by the voters in accordance with the budget meeting and budget validation referendum procedures applicable to regional school units as provided in the Interlocal Agreement. The Central Lincoln County School System school committee shall employ a Central Lincoln County School System school superintendent and make all other necessary decisions in order for the Central Lincoln County School System to become operational. Present Union No. 74 personnel policies shall serve as the interim policies for the Central Lincoln County School System.

- Following its appointment in February 2009, the AOS board shall develop an initial AOS budget for adoption in accordance with the AOS plan.

- The superintendents of the member units of the AOS shall submit a plan for central office organization to the AOS board for approval by June 1, 2009. This plan shall include assignment of duties of central office personnel and plans for integration of back office functions. The plan shall also include assignment of duties for special education administration, transportation administration, and maintenance administration.
- The AOS board shall implement an AOS budget effective July 1, 2009.
- The AOS board will develop in 2009-2010 a common school calendar and set of consistent school policies for implementation in 2010-2011.

10. Documentation of the public meeting or public meetings held to prepare or review the reorganization plan.

See attached list of RPC meetings. All RPC meetings are public and at each meeting the public is allowed to comment. All meeting agendas, minutes and related documents are available at Office of the Superintendent, 767 Main Street, Damariscotta. A public forum on the proposed Reorganization Plan will be held on January 14, 2009.

11. An explanation of how units that approve the reorganization plan will proceed if one or more of the proposed members of the AOS fail to approve the plan.

If the plan is approved by the voters of Bremen, Damariscotta, Newcastle and the Boothbay-Boothbay Harbor CSD, then Central Lincoln County School System shall be formed under this plan with those SAUs and with the SAUs of each of the following municipalities whose voters also approve the plan: Bristol, South Bristol, Nobleboro, Jefferson, Edgecomb and/or Southport.

If the plan is approved by the voters of Bremen, Damariscotta, Newcastle and the voters of enough of the following municipalities to reach 1200 students: Bristol, South Bristol, Edgecomb, Nobleboro and/or Jefferson, but the plan is not approved by the voters of the Boothbay-Boothbay Harbor CSD, then the Central Lincoln County School System shall be formed under this plan with the SAUs of the above mentioned municipalities whose voters approved the plan, but Central Lincoln County School System shall not include the SAU of Southport.

If the plan is not approved in one of the manners specified above, then Central Lincoln County School System shall not be formed under this plan, and the SAUs shall re-start the process to form an AOS with the same or other SAUs.

See also Exhibit A (Interlocal Agreement) item 18. Conditions of Approval.

12. An estimate of the cost savings to be achieved by the formation of an Alternative Organizational Structure and how these savings will be achieved.

Some savings due to efficiency of scale are anticipated, although startup processes will delay any immediate savings. The consolidation of central office functions will provide savings through elimination of duplicated functions. The consolidation of special education administration will provide savings through the consolidation of clerical functions and through increased cooperative efforts. The consolidation of transportation administration will provide savings through consolidated buying efforts (Union 74 already has a bus contract with First Student which provides for busses to cross town lines and pick up students through the most efficient routing). We estimate savings of \$65,000 in the first year through the closing of the Union 132 Central Office (Jefferson). These savings will be offset by \$75,000 in estimated additional expenses the first year for start up costs and legal fees as well as the loss of state subsidy.

- Estimated savings in 2009-2010: none.

Estimated administrative savings in 2010-2011: \$75,000 from consolidated functions of central office and consolidation into a single central office in one location.

13. Other matters determined to be necessary.

13-A. Other School Union Assets and liabilities:

The Jefferson School Department will retain any assets and liabilities related to its prior association with School Union 132.

13-B. Cost Sharing

The member school units shall share the costs of the AOS central office budget on the basis of their respective average number of pupils on April 1 and October 1 of the preceding calendar year. The AOS school committee, by a two-thirds vote of its full membership, may modify this cost sharing arrangement.

13-C. Tuition Contracts and School Choice

1. Tuition Contracts

Nothing contained in this plan shall prevent Member School Units from contracting with other school administrative units for tuition students.

2. School Choice

Nothing contained in this plan shall affect school choice within the member municipalities.

13-D. Claims and Insurance

Continuity of insurance shall be maintained with the assistance of counsel.

13-E. Plan for Consistent Collective Bargaining Agreements

Current background and context:

There are presently 2 types of collective bargaining agreements in place within the Member School Units. The first type of agreement covers the support staff in Jefferson. The Jefferson Support Staff agreement expires June 30, 2009. The employment of all support staff in the other member school units are not presently covered by a collective bargaining contract.

The second type of collective bargaining agreement covers the teachers in each of the member unit towns. The existing collective bargaining agreements covering bargaining units of teachers and their expiration dates are as follows:

Jefferson: Aug 31, 2009
Nobleboro: Aug 31, 2009
Bristol: Aug 31, 2010
Great Salt Bay CSD: Aug 31, 2010

South Bristol: Aug 31, 2011.

The following plan applies to both types of collective bargaining agreements.

AOS School System plan to achieve consistent bargaining agreements:

1. SAU school boards

The school board of each school administrative unit shall appoint a negotiating committee that has the authority to bargain and to make tentative agreements with the bargaining agents.

2. AOS Joint Bargaining Advisory Committee

The SAU negotiating committees shall together comprise an AOS-wide Joint Bargaining Advisory Committee. The duties of the committee shall include:

- to review and analyze differences and similarities among existing collective bargaining agreements;
- to make recommendations to the school boards regarding contract provisions that can be made consistent, with a particular focus on non-salary contract language;

- to make available information that should be shared between individual SAU's negotiating committees during the process of negotiating agreements ;
- to meet and consult with any joint bargaining committee formed by the bargaining agents of the local bargaining units;
- such other duties and functions as may be assigned to them by the SAU school boards.

3. Goals

By working in consultation with the AOS Joint Bargaining Advisory Committee, the SAU school boards should aspire to the following goals intended to promote consistency among the collective bargaining agreements:

- A. to achieve a common expiration date for all collective bargaining agreements by August 31, 2013;
- B. To negotiate common non-salary language for all collective bargaining agreements by August 31, 2016;
- C. Subject to agreement and cooperation by the bargaining agents, to commence AOS-wide joint bargaining for non-financial issues by August 31, 2016;
- D. Consider the applicability of coordinating long term financial issues to reduce differences in collective bargaining agreements.
- E. Consistency shall not be construed to mean equal salary and benefits.

The plan for consistent collective bargaining agreements is subject to the duty of the school boards to negotiate in accordance with applicable law with the recognized bargaining agents of the bargaining units. Therefore, the plan is subject to modification by the AOS school committee and the individual SAU school boards.

13-F: Incorporation of Interlocal Agreement

The Interlocal Agreement for the Creation of Central Lincoln County School System, attached to this Plan as Exhibit A, is expressly incorporated into and made a part of this Plan.

SCHOOL UNION NO. 74

Robert G. Bouchard, Jr.
Superintendent of Schools

767 Main Street 1A
Damariscotta, Maine 04543
(207) 563-3044
FAX: (207) 563-8276

February 3, 2009

Susan A. Gendron, Commissioner
Maine Department of Education
23 State House Station
Augusta, ME 04333-0023

Dear Commissioner Gendron:

You have asked that I provide you with a proposal to provide comprehensive programming to all students from grade nine to grade twelve in the Central Lincoln County (CLC) School System. You indicated that this proposal may be implemented over time.

PROPOSAL FOR ENSURING 9-12 EDUCATION IN CENTRAL LINCOLN COUNTY SCHOOL SYSTEM

Currently, Lincoln Academy accepts all entering eighth grade and arriving high school students from the six towns of Union 74, although some Union 74 students choose to attend other high schools and we have some out of district special education placements at Spurwink and Sweetser. There have been some cases of Jefferson students being denied access to either public or private secondary schools.

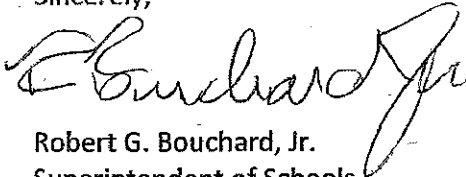
1. In order to more effectively and consistently meet the needs of special education and other students with disabilities, beginning July 1, 2009, the special education director for the CLC School system will also serve as special education director for Lincoln Academy.
2. The Superintendent shall be responsible for securing appropriate placement for all Jefferson high school students in a public or approved private high school as of July 1, 2009. Students currently enrolled in Union 132 Alternative High School Program will be allowed to continue or finish that program, but no new Jefferson students will be enrolled in the program.
3. Beginning July 1, 2009, the Jefferson School Department shall budget sufficient monies to provide specialized programs and/or assistance to students with specialized needs in addition to or instead of special education.
4. Beginning July 1, 2010, the Jefferson School Department will budget money to the Lincoln Academy Alternative Education program and its students will be eligible for admission to that program (under admission guidelines).
5. Lincoln Academy will participate in ongoing curriculum review and revision for the CLC School System to help ensure consistent high school readiness across the five elementary schools of the CLC School System.

BREMEN . BRISTOL . DAMARISCOTTA . NEWCASTLE . NOBLEBORO . SOUTH BRISTOL

6. The Superintendent of Schools and the Head of School for Lincoln Academy shall work cooperatively to develop means for Jefferson students to be admitted to Lincoln Academy under the same guidelines as current Union 74 students by July 1, 2011.

I look forward to hearing from you.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Bouchard Jr.", written in a cursive style.

Robert G. Bouchard, Jr.
Superintendent of Schools

Cc: Jay Pinkerton, Head of School, Lincoln Academy

**Interlocal Agreement for Alternative Organizational Structure
30-A M.R.S.A. Chapter 115
(Exhibit A)**

Agreement made as of October 9, 2008 between Bremen School Department ("Bremen"), a municipal school unit acting by and through its governing body; Bristol School Department ("Bristol"), a municipal school unit acting by and through its governing body; Damariscotta School Department ("Damariscotta"), a municipal school unit acting by and through its governing body; Newcastle School Department ("Newcastle"), a municipal school unit acting by and through its governing body; Nobleboro School Department ("Nobleboro"), a municipal school unit acting by and through its governing body; South Bristol School Department ("South Bristol"), a municipal school unit acting by and through its governing body; and Great Salt Bay Community School District ("Great Salt Bay CSD"), acting by and through its District School Committee, all with a mailing address of 767 Main Street, Suite 1A, Damariscotta, ME 04543; Jefferson School Department ("Jefferson"), a municipal school unit acting by and through its governing body, with a mailing address of 320 Griffin Road, Windsor, ME 04363. WHEREAS, subject to certain conditions of approval, the Member School Units intend to form an Alternative Organizational Structure (hereinafter "AOS") within the meaning of PL 2007, c. 240 Pt. XXXX, §36, sub-§2(c) and 20-A M.R.S.A. §1, sub-§26(c) for administration of certain aspects of their respective school systems; and

WHEREAS, the Member School Units intend to share services with respect to system administration, transportation administration, special education administration, and administration of business functions including accounting, reporting, payroll, financial management, purchasing, insurance, and auditing; and

WHEREAS, the Member School Units propose to adopt a core curriculum, procedures for standardized testing and assessment aligned with the system of learning results, consistent school policies and school calendars, and a plan for consistent collective bargaining agreements; and

WHEREAS, the Member School Units intend to work together to identify additional areas where they may be able to achieve cost savings and/or enhanced educational programming and opportunities for students; and

WHEREAS, the Member School Units are public agencies of the State of Maine within the meaning of Chapter 115 of Title 30-A of the Maine Revised Statutes; and

WHEREAS, 30-A M.R.S.A. §2203 provides that any powers, privileges or authority exercised or capable of exercise by a public agency of the State of Maine may be exercised jointly with any other public agency of the State of Maine by means of an Interlocal Agreement;

NOW, THEREFORE, subject to certain conditions of approval as stated in Paragraph 16 hereof, the Member School Units enter into an Interlocal Agreement pursuant to Title 30-A M.R.S.A. Chapter 115 as follows:

1. Purpose. The purpose of this Interlocal Agreement is to reorganize the Member School Units into an Alternative Organizational Structure ("AOS") in order to

achieve the goals of Maine's School Reorganization Law, PL 2007, Ch. 240 as amended, including enhanced student educational achievement and greater efficiency in the administration of public school programs.

2. Reorganization Plan for an AOS. The Member School Units have formed a Reorganization Planning Committee (hereinafter "RPC") for the purpose of developing a school reorganization plan for an AOS pursuant to Maine's School Reorganization Law (hereinafter "School Reorganization Plan"). The Member School Units agree to work with the RPC to develop a School Reorganization Plan for an AOS which can be submitted to the Commissioner of Education for approval and then submitted to the voters for approval at referendum in accordance with Maine's School Reorganization Law.

3. Creation of Legal and Administrative Entity. The inhabitants of and the territory within the Member School Units is hereby created as a body politic and corporate under the name of Central Lincoln County School System as an Alternative Organizational Structure within the meaning of PL 2007, c. 240, Pt. XXXX §36(2)(C), a school administrative unit within the meaning of 20-A M.R.S.A. §1(26) and 30-A M.R.S.A. §2252, a quasi-municipal corporation within the meaning of 30-A M.R.S.A. §2351(4), a public agency within the meaning of 30-A M.R.S.A. Chapter 115, and a political subdivision within the meaning of 14 M.R.S.A. Chapter 741, §8102(3), and it shall have all other governmental authority and immunity as may be provided by any other applicable law.

4. AOS School Committee. Central Lincoln County School System established pursuant to this Interlocal Agreement shall be governed by an AOS school committee consisting of a representative of the school committee of each of the three towns within the Great Salt Bay Community School District, being the Towns of Bremen, Damariscotta, and Newcastle; and a representative from the school committees of the Towns of Bristol, Nobleboro, South Bristol, and Jefferson. The AOS school committee shall have one member from each municipality in the AOS and shall use the weighted voting method. Until the next Federal Decennial Census, each member's voting power shall be proportionate to the population of that member's municipality as shown below:

Member School Unit/Municipality	Population	% of Total Population of AOS	Number of AOS School Committee Members	Votes Per AOS School Committee Member
Bristol	2,781	22.1%	1	221
Damariscotta	1,936	15.4%	1	154
Newcastle	1,960	15.6%	1	156
Nobleboro	1,676	13.4%	1	134
South Bristol	850	6.8%	1	68
Bremen	806	6.4%	1	64
Jefferson	<u>2,542</u>	<u>20.3%</u>	<u>1</u>	<u>203</u>
Total:	12,551	100%	11	1000

The weighted vote of each member of the AOS school committee shall be adjusted after each Federal Decennial Census based on a total of 1,000 votes, plus or minus up to 5 votes for rounding purposes, to reflect the then current population of each municipality in the AOS as a percentage of the total population of all municipalities in the AOS.

The school committee of each municipality in the AOS shall choose from its membership the representative to the AOS school committee to which that municipality is entitled. Membership on the AOS school committee shall terminate at any time that a member of the AOS school committee ceases to hold office as a member of the appointing school committee. Any vacancy on the AOS school committee shall be filled by the appointing school committee or the appointing members of the district school committee as applicable.

5. School Systems of Member School Units. Within each of their respective jurisdictions, Member School Units are currently responsible for operation of the following school grades:

Member School Unit	Grades
Bremen	Tuitions Grades 9-12 (Choice)
Bristol	Operates Grades K-8; tuitions Grades 9-12 (Choice)
Damariscotta	Tuitions Grades 9-12
Jefferson	Operates Grades K-8; Tuitions Grades 9-12 (Choice)
Newcastle	Tuitions Grades 9-12 (Choice)
Nobleboro	Operates Grades K-8; tuitions Grades 9-12 (Choice)
South Bristol	Operates Grades K-8; tuitions Grades 9-12 (Choice)
Great Salt Bay CSD	Operates Grades K-8 for Bremen, Damariscotta, and Newcastle; may accept other tuition students

6. Powers, Authority and Responsibilities. There shall be an AOS central office under the direction and control of the AOS school committee serving all of the

Member School Units. The AOS central office shall include without limitation a superintendent of schools, business manager, transportation director, special education director, and curriculum coordinator, provided that one person may hold more than one of these positions. The respective powers and duties of the AOS school committee and superintendent of schools shall be governed by State law. The AOS school committee shall be responsible for overseeing system administration, transportation administration, special education administration, administration of business functions (including accounting, reporting, payroll, financial management, purchasing insurance and auditing) and development and maintenance of a core curriculum and procedures for standardized testing and assessment aligned with the system of learning results for all of the Member School Units in the AOS.

The AOS school committee shall adopt consistent school policies and consistent school calendars in conjunction with the school committees or school boards of the Member School Units. The AOS school committee shall develop and implement a plan for consistent collective bargaining agreements within the AOS.

More specifically, in furtherance and not in limitation of the powers and responsibilities of the AOS school committee as described above, the powers, authority and responsibilities of the AOS school committee shall include the following:

- a. Oversee the operation of the AOS central office;
- b. Annually develop and obtain voter approval for the AOS central office budget;
- c. Apportion to each Member School Unit its share of the AOS central office budget in accordance with the AOS cost sharing formula;

- d. Oversee central office business services, including accounting, reporting, payroll, financial management, insurance purchasing and auditing for the Member School Units;
- e. Accept and oversee the administration of balances, carryover funds or general reserves as provided in the Reorganization Plan and oversee the expenditure of other reserve funds as approved through the AOS budget process and as permitted by applicable law;
- f. Own and oversee management of the AOS central office property and equipment;
- g. To the extent permitted by law, authorize and oversee administration of construction and renovation projects or any part of such projects that pertain to the AOS central office;
- h. To the extent permitted by law, assume and incur debt or obtain other financing for the AOS central office, in addition to the authority of one or more Member School Units to incur debt for that purpose;
- i. Oversee administration of federal, state and other grants not overseen by the school committees or school boards of the Member School Units;
- j. Oversee filing of all required state and federal reports for the AOS and the Member School Units;
- k. Employ AOS central office personnel and oversee administration of their wages, hours, and working conditions and/or contract with Member School Units for such services;
- l. Oversee the supervision and evaluation of and adopt policies applicable to AOS central office employees;
- m. Oversee negotiation and administration of collective bargaining agreements and maintenance in the AOS central office personnel records of all employees of the AOS and its Member School Units;
- n. Oversee and maintain a K-12 core curriculum for Member School Units and procedures for standardized testing and assessment aligned with the system of learning results;
- o. Adopt consistent school policies in conjunction with the school committees and school boards of the AOS Member School Units;

- p. Oversee administration of the transportation systems for the AOS Member School Units, and administration of bus purchases and debt repayment; authorize the purchase of buses by the AOS if they are to be used throughout the AOS region;
- q. Oversee administration of the bookkeeping and reporting requirements for school lunch programs for the AOS Member School Units;
- r. Accept and oversee expenditure of gifts to the AOS central office;
- s. Adopt a consistent school calendar for the AOS Member School Units;
- t. Oversee contracts and lease agreements relating to the AOS Central Office;
- u. Distribute state subsidy among the Member School Units in accordance with the subsidy distribution method described in paragraph 10;
- v. Oversee administration of this Interlocal Agreement and, as deemed necessary from time to time, propose amendments to this Interlocal Agreement for approval by the voters of the Member School Units in accordance with paragraph 17;
- w. Authorize the superintendent of schools, subject to such limitations as the AOS school committee may in its discretion determine, to designate one or more employees of the AOS or Member School Units with administrative certification from the State of Maine to attend meetings of the school committees of the AOS and Member School Units in place of the Superintendent of Schools.

7. Other Educational Improvements and Cost Savings.

The AOS and the Member School Units shall work together in a cooperative manner under the leadership of the AOS school committee and the superintendent of schools to identify and implement additional measures to improve student achievement and create efficiencies in the delivery of educational services within and among the Member School Units in the AOS.

8. Budget Adoption Procedures. The AOS school committee shall develop each year a central office budget for the AOS which shall be submitted to an AOS budget

meeting of the voters of all of the Member School Units prior to calling the budget meetings of the Member School Units. The AOS budget meeting shall be conducted in accordance with the summary cost center budget format, to the extent applicable to the AOS central office budget, and the budget meeting procedures applicable to a regional school unit, except that the duties of the regional school unit board shall be performed by the AOS school committee. The AOS budget must be approved by a majority of all the voters from AOS Member School Units at the AOS budget meeting, not by a majority of the voters from each Member School Unit. Following the AOS budget meeting, the AOS school committee shall notify the Member School Units of their respective shares of the AOS central office budget as approved at the AOS budget meeting calculated in accordance with the cost sharing method in paragraph 9. The school committee of each Member School Unit in the AOS shall then develop its own school budget, including its share of the AOS central office budget, and submit it to the voters of that Member School Unit for approval at a meeting of its legislative body in accordance with applicable law. Following the budget meetings of the AOS and each Member School Unit, the AOS and each Member School Unit shall conduct a budget validation referendum on its budget in accordance with applicable law, except that the 14 day time limit between a budget meeting and a budget validation referendum shall not apply. The AOS and each Member School Unit shall conduct its budget validation referendum on a uniform date as determined by the AOS school committee. The AOS budget validation referendum shall be conducted in accordance with the budget validation referendum procedures applicable to a regional school unit, except that the duties of the regional school unit board shall be

performed by the AOS school committee. The AOS budget must be validated by a majority of all the voters from Member School Units participating in the referendum, not by a majority of the voters participating in the referendum from each Member School Unit. The budget of each Member School Unit must be validated by a majority of the voters participating in the referendum from that Member School Unit. If the budget of the AOS or a Member School Unit is not approved at the budget validation referendum, the AOS or that Member School Unit shall repeat the budget adoption process until its budget is approved at both a budget meeting and budget validation referendum. Each Member School Unit's final share of the AOS central office budget shall be determined based on the final AOS budget as approved at both a budget meeting and budget validation referendum. The budget validation referendum procedure for the AOS may be discontinued by the voters of the AOS after three years in accordance with the law applicable to a regional school unit and the budget validation referendum procedure for a Member School Unit may be discontinued by the voters of that Member School Unit after three years in accordance with the law applicable to a regional school unit. The AOS shall not have taxing power and the allocation of AOS costs to each Member School Unit under the cost sharing method in paragraph 9 shall not constitute the assessment of a tax. The Member School Units shall be solely responsible for raising taxes to pay their respective shares of the AOS central office budget. Each Member School Unit's share of the AOS central office budget shall be paid to the AOS as a contractual obligation under the terms of this Interlocal Agreement.

9. Cost Sharing of AOS Central Office Budget. The Member School Units shall share the costs of the AOS central office budget on the basis of their respective average number of pupils on April 1 and October 1 of the preceding calendar year. The AOS school committee, by a two-thirds vote of its full membership, may modify this cost sharing method.

10. Distribution of State Subsidy. The AOS school committee shall distribute state subsidy received by the AOS as follows:

- a. State Subsidy Distribution Policy. The AOS school committee, with the advice of the superintendent of schools and such other legal and accounting advice as the AOS school committee deems necessary, shall annually distribute the State education subsidies to be received by the AOS among the AOS Member School Units so that the distribution of State subsidy to each Member School Unit reflects as accurately as is reasonably practical the amount of State subsidy that the Member School Unit would receive if it were a stand-alone unit and not a member of an AOS.
- b. Initial Method of State Subsidy Allocation. Beginning in Fiscal Year 2009-10, the AOS school committee shall allocate state education subsidy received by the AOS among its Member School Units in accordance with the following initial method of State subsidy Allocation:
 - (i) To the extent that the AOS receives an allocation for debt service, that allocation shall be reassigned to the Member School Units responsible for those debt service costs;

- (ii) To the extent that the AOS receives an allocation for gifted and talented expenditures, that allocation shall be reassigned to the Member School Units in proportion to their respective gifted and talented expenditures in the year two years prior to the year of allocation (hereinafter the "base year");
- (iii) To the extent that the AOS receives an allocation for career and technical education expenditures, that allocation shall be reassigned to the Member School Units in proportion to their respective career and technical education expenditures in the base year;
- (iv) To the extent that the AOS receives an allocation for bus purchases, that allocation shall be reassigned to the Member School Units responsible for those bus purchase costs;
- (v) To the extent that the AOS receives an allocation for special education, that allocation shall be reassigned to the Member School Units in proportion to their respective special education expenditures in the base year;
- (vi) To the extent that the AOS receives an allocation for transportation, that allocation shall be reassigned to the Member School Units in proportion to their respective transportation expenditures in the base year;
- (vii) To the extent that the AOS receives an allocation for an EK-8 small school adjustment or 9-12 small school adjustment, that allocation

shall be reassigned to the Member School Units on the basis of the number of small schools eligible for that adjustment located in each Member School Unit in the base year;

- (viii) To the extent that the AOS receives an allocation for EK-8 disadvantaged students, that allocation shall be reassigned to the Member School Units in proportion to their respective number of students eligible for that allocation in the base year;
- (ix) To the extent that the AOS receives an allocation for 9-12 disadvantaged students, that allocation shall be reassigned to the Member School Units in proportion to their respective number of students eligible for that allocation in the base year;
- (x) To the extent that the AOS receives an allocation for K-8 limited English proficiency students, that allocation shall be reassigned to the Member School Units in proportion to their respective number of students eligible for that allocation in the base year;
- (xi) To the extent that the AOS receives an allocation for 9-12 limited English proficiency students, that allocation shall be reassigned to the Member School Units in proportion to their respective number of students eligible for that allocation in the base year;
- (xii) The remaining balance of the AOS' total allocation, after subtracting the amounts reassigned to Member School Units under subparagraph (i) through (xi), shall be reassigned to the Member School Units in

proportion to their respective average number of pupils on April 1 and October 1 of the preceding calendar year;

- (xiii) Any State subsidy received by the AOS which is attributable to a special education adjustment under 20-A M.R.S.A. §15689(1-A) shall be distributed to the Member School Unit eligible for that adjustment or to the Member School Unit of which the municipality eligible for the adjustment is a member;
- (xiv) Any State subsidy received by the AOS which is attributable to a debt service adjustment under 20-A M.R.S.A. §15689(2) shall be distributed to the Member School Unit eligible for that adjustment or to the Member School Unit of which the municipality eligible for the adjustment is a member;
- (xv) The remaining State subsidy received by the AOS, after any distributions required by subparagraphs (xiii) and (xiv), shall be distributed to the Member School Units in proportion to the amount, if any, by which the total allocation of each Member School Unit as reassigned in accordance with subparagraphs (i) through (xii) exceeds the property fiscal capacity of that Member School Unit multiplied by the full value education mill rate for the year of allocation.

- c. Retention of Allocation Flexibility. The Member School Units recognize that the Maine Legislature has a history of making changes to Maine's

school funding formula, that other circumstances may change, and that it is not possible to include in this Interlocal Agreement a precise formula for distributing State subsidy among Member School Units that will achieve the goals of the State subsidy distribution policy described in subparagraph a above in future years. For that reason, the AOS school committee, by a two-thirds vote of its full membership, may modify the initial method of State subsidy distribution described in subparagraph b above in order to better achieve the State subsidy distribution policy set forth in subparagraph a above.

11. Real Estate and Personal Property. All real and personal property belonging to Member School Units shall remain the property of those Member School Units. Any real estate or personal property acquired for the operation of the AOS central office shall be owned by the AOS. In the event of dissolution of the AOS, such property, or the proceeds from the sale of such property, shall be distributed to the Member School Units in proportion to the average over the three preceding fiscal years of their respective contributions to the AOS Central Office budget under the AOS cost sharing method.

12. School Closing. The closing of a school within a Member School Unit in the AOS shall be determined by the governing body and voters of that Member School Unit in accordance with applicable law. The AOS school committee and the voters of the AOS shall have no authority to close a school within a Member School Unit.

13. Duration. This Interlocal Agreement shall remain in effect from the date that the AOS becomes operational until this Agreement is terminated either pursuant to Paragraph 15 or by operation of law.

14. Termination of Participation of Member School Unit. The participation of a Member School Unit in this Interlocal Agreement and the AOS may be terminated for cause upon the failure of a Member School Unit to conform to the statutory requirements applicable to alternative organizational structures, including without limitation, failure to implement the core curriculum, procedures for standardized testing and assessment, consistent school policies and school calendars, and/or the plan for consistent bargaining agreements approved by the AOS school committee. Prior to any such termination, the AOS school committee shall provide the non-conforming Member School Unit with written notice of its failure to conform to AOS statutory requirements and shall provide a 90 day opportunity to cure. If the Member School Unit fails to cure the non-conformity within the 90 day cure period, the AOS school committee shall submit to the Commissioner of Education a plan for termination and equitable distribution and/or compensation with respect to that Member School Unit's proportionate share of the assets of the AOS. Upon approval of the Plan by the Commissioner, the Member School Unit's participation in the AOS and this Interlocal Agreement may be terminated by a vote of a majority of all the Members of the AOS school committee, including those from the Member School Unit whose termination is under consideration. The termination of a Member School Unit's participation shall become effective as of the end of the then current AOS fiscal year. Upon the termination of a Member School Unit's participation

in the AOS, the AOS shall make a distribution of property and/or provide compensation to the terminated Member School Unit as provided in the plan approved by the Commissioner.

15. Withdrawal of Member School Unit. Unless otherwise provided by law, a Member School Unit may withdraw from participation in the AOS upon approval by the Commissioner of Education of a Plan of Withdrawal prepared by the school board or school committee of the Member School Unit seeking to withdraw from the AOS and thereafter approved by the voters of that Member School Unit as may be provided in the Plan of Withdrawal approved by the Commissioner of Education. Before approving a Plan of Withdrawal pursuant to this section, the Commissioner of Education shall give written notice and an opportunity to be heard to the AOS school committee and the other Member School Units in the AOS. The Commissioner of Education may require the AOS school committee and the school committee of the Member School Unit seeking to withdraw to participate in mediation prior to approval of a Plan of Withdrawal by the Commissioner of Education and the voters of the withdrawing Member School Unit. The Commissioner of Education may approve, approve with conditions, or deny a Plan of Withdrawal. Upon approval of a Plan of Withdrawal, the AOS shall make a distribution of property and/or compensation to the withdrawing Member School Unit as provided in the Plan of Withdrawal approved by the Commissioner of Education.

16. Termination of Interlocal Agreement. Unless otherwise provided by law, this Interlocal Agreement may be terminated upon approval by the Maine Commissioner of Education of a Plan of Termination prepared by the AOS school committee or by the

school committee(s) of one or more Member School Units, and thereafter approved by the voters of the AOS or the voters of one or more Member School Units within the AOS, as may be provided in the Plan of Termination approved by the Commissioner.

17. Amendment to Interlocal Agreement. Subject to approval by the Commissioner of Education, this Interlocal Agreement may be amended upon a two-thirds vote of the full membership of the AOS school committee and approval by the voters of the Member School Units voting in the aggregate in accordance with the same procedures as the budget approval process for the AOS budget in effect at the time of the vote.

18. Conditions of Approval. The approval of this Interlocal Agreement by the governing body of each Member School Unit is contingent upon and subject to 1) submission of a School Reorganization Plan for an AOS which incorporates this Interlocal Agreement to the Commissioner of Education by the governing body of that Member School Unit, 2) approval of that School Reorganization Plan by the Commissioner of Education, and 3) approval of that School Reorganization Plan by the voters of that Member School Unit at referendum in accordance with this paragraph. This Interlocal Agreement shall not become effective, and the AOS shall not become operational, with respect to any Member School Unit whose governing body fails to submit the School Reorganization Plan for an AOS to the Commissioner of Education nor with respect to any Member School Unit if the voters of that Member School Unit fail to approve the School Reorganization Plan incorporating this Interlocal Agreement.

If the School Reorganization Plan is approved by the voters of Great Salt Bay CSD and Boothbay-Boothbay Harbor CSD, this Interlocal Agreement shall become effective, and the AOS shall be implemented, but only with respect to those Member School Units and each of the following Member School Units whose voters also approve the plan: Bristol, South Bristol, Nobleboro, Jefferson, Edgecomb and/or Southport.

If the School Reorganization Plan is approved by the voters of Great Salt Bay and enough of the following municipalities to reach 1200 pupils: Bristol, South Bristol, Nobleboro, Edgecomb and/or Jefferson but the Plan is not approved by the voters of Boothbay-Boothbay Harbor CSD, then, subject to approval by the Commissioner of Education, this Interlocal Agreement shall become effective and the AOS shall be implemented with respect to the foregoing Member School Units that approved the Plan, but shall not include Southport.

If the Plan is not approved in a manner described above, then this Interlocal Agreement shall not become effective and the AOS shall not be formed. If the Plan is approved in a manner that causes an AOS to be formed which includes some but not all of the Member School Units, then this Interlocal Agreement shall be amended automatically, without further action by any party, to delete all references to those Member School Units that are not included in the AOS.

If the School Reorganization Plan is approved by a sufficient number of Member School Units to form the AOS under this agreement, unless otherwise provided by law, a Member School Unit whose voters have failed to approve the School Reorganization Plan at the initial referendum on the Plan may conduct one or more subsequent referendums

prior to December 1, 2010 on the Reorganization Plan. If the voters of that Member School Unit approve the Reorganization Plan at a subsequent referendum held prior to December 1, 2010, that Member School Unit may join the AOS and again become subject to this Interlocal Agreement provided that an amended certificate of organization for the expanded AOS is approved by the Commissioner of Education at least 180 days before July 1 of the fiscal year that the Member School Unit proposes to join the AOS.

19. Filing of Agreement. Before becoming effective, this agreement shall be filed with the Secretary of State, the clerk of each municipality within the AOS, and the secretary of each Member School Unit within the AOS.

20. Miscellaneous Provisions.

- a. This Agreement shall be construed and enforced in accordance with the laws of the State of Maine.
- b. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- c. This Agreement constitutes the entire Agreement between the parties, supersedes all prior negotiations and understandings among them and shall not be altered or amended except as provided herein.
- d. This Agreement may be simultaneously executed in any number of counterparts, each of which when so executed and delivered shall be an original; but such counterparts shall constitute but one and the same instrument.

- e. The headings in this Agreement are for convenience of reference only and shall not affect in any manner any of the terms and provisions hereof.

FINAL PLAN w/o U49

WITNESS:

Bremen School Department

R. Burchard Jr.

BY:

Marken Cevoli, Its Chair
Municipal School Committee
Date: 2/10/09, 20089

WITNESS:

Bristol School Department

R. Burchard Jr.

BY:

David B. Howell, Its Chair
Municipal School Committee
Date: 2/10, 20089

WITNESS:

Damariscotta School Department

R. Burchard Jr.

BY:

James J. Cosgrove, Its Chair
Municipal School Committee
Date: 2/10, 20089

WITNESS:

Newcastle School Department

R. Burchard Jr.

BY:

Cecilia A. Brinkley, Its Chair
Municipal School Committee
Date: 2/10, 20089

WITNESS:

Nobleboro School Department

R. Burchard Jr.

BY:

Joshua Hatch, Its Chair
Municipal School Committee
Date: 2/10, 20089

FINAL PLAN w/o U49

WITNESS:

Great Salt Bay Community School District

E. Burchard Jr.

BY:

James Cosgrove
James Cosgrove, Its Chair
District School Committee 2/10/09

WITNESS:

Jefferson School Department

E. Burchard Jr.

BY:

Robert Westrich
Robert Westrich, Its Chair
Municipal School Committee
Date: 2/10, 2008/9

WITNESS:

South Bristol School Department

E. Burchard Jr.

BY:

John Mitchell
John Mitchell, Its Chair
Municipal School Committee
Date: 2/10, 2008/9

WITNESS:

APPROVED PURSUANT TO
30-A M.R.S.A. §2205

BY:

Susan A. Gendron
Susan A. Gendron
State of Maine
Commissioner of Education
Date: _____, 2008